



STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Dept. of Transportation 810 Proc./St. George POE

referred to as STATE and the following:

Agency Name Agency Code Division

CONTRACTOR World Entertainment

LEGAL STATUS OF CONTRACTOR

Name

Sole Proprietor

640 Latonia Circle

Non-Profit Corporation

Address

X For-Profit Corporation

St. George UT 84790

Partnership

City State Zip Code

Government Agency

Dave Madsen (435) 628-4863

Contact Person Phone Number

870561784 93348A-A 91039000000

Federal ID# Vendor Number Commodity Code(s)

2. CONTRACT TYPE AND PURPOSE:

This is a service contract to provide the State with janitorial service at the St. George Ports of Entry for \$1,982.50 per month.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid RF6014, Requisition # 810 66000000008, FY 2006, or the attached pre-approved sole source.

4. CONTRACT PERIOD: Effective date 31 - Aug. - 2005. Termination date 30 - Aug. - 2006, unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any) 4-One year renewals.

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$ 23,790.00 for costs authorized by this contract

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.

ATTACHMENT B: Scope of Work.

ATTACHMENT C: Itemized Price List.

ATTACHMENT D: Special Terms and Conditions.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.

B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # RF6014 dated 17-Aug.-2005.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Dave Madsen
Contractor's Signature

Kelvin G. Thacker, Procurement Manager

Dave Madsen
Contractor's Name

CONTRACT RECEIVED AND PROCESSED BY
DIVISION OF FINANCE OCT 05 2005

Partner
Title

Director, Division of Finance

Debra Boulton (801) 965-4070 (801) 965-4073 dboulton@utah.gov
Agency Contact Person Phone Number Fax Number Email Address

REC'D OCT 17 2005

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract.

unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

ATTACHMENT B: SCOPE OF WORK

SPECIFICATION - ST GEORGE, UT /ARIZONA PORT OF ENTRY

SPECIFICATION FOR THE MAINTENANCE AND JANITORIAL SERVICE OF THE ST. GEORGE PORT OF ENTRY NORTHBOUND AND SOUTHBOUND LOCATED ON I-15.

Note: In the following specifications, State Representative, shall mean the Port Supervisors assigned to the Port. Contractor, shall mean the Contractor or employees of the Contractor.

A. WORK REQUIRED

I. Maintenance of Buildings and Appurtenances:

This schedule itemizes, by frequency, the tasks expected in the regular cleaning of the facilities, and is the minimum acceptable performance. Changes in the frequency, or days, of performance shall be made by mutual agreement and in writing with the State Representative. Issues pertaining to either the Utah or Arizona Port will be taken care of by the responsible State (Utah or Arizona) Representative.

Duties

(Work will be done every other day including weekends and holidays except when closed on Thanksgiving, Christmas and New Years days):

Vacuum all carpets.

(Note: Do not vacuum or clean in computer room unless instructed to do so by the State Representative.)

Sweep, mop, and spray buff all tile floors.

Spot clean hallway and restroom walls, including removal of graffiti.

Clean and polish drinking fountains.

(Note: If there are maintenance problems, confer with the State Representative to resolve the issues.)

Clean and sanitize restroom toilets, sinks, urinals, floors, walls, mirrors.

Keep drains clean by adding water or drain cleaner as directed by the State Representative.

Empty all trash from containers, including cast concrete, into dumpster.

Replace all trash can liners daily or as needed.

Keep area around trash dumpster clean.

Remove litter (including cigarette butts) from planter areas and sidewalks.

Wash outside walkways with hose and scrub brush.

Windows and counters in the drivers lobby.

Vacuum employees' entry area

Dust employee work counters and desks as instructed by the State Representative.

Sweep and wash the inspection bay including pit or as needed.

ATTACHMENT B: SCOPE OF WORK

Once a Week:

Clean kitchen table, chairs and floor.
Window sills and ledges.
Clean all interior and exterior windows.
Clean interior walls.
Sweep Mechanical Room floor and dust equipment.

Monthly Duties:

Clean shower room
Lighting Lenses in the pit area to be washed.
Strip and re-wax all resilient floors.

Note: All resilient floors shall be stripped and waxed using a polymer interlock wax. The specific floor stripping procedures will be prepared by the Contractor, according to manufacturers' instructions and approved by the State Representative.)

Clean all blinds.

Clean around ceiling vents.

Change heating and air conditioner filters as needed.

When there are problems in cleaning certain areas such as tiles, heavy used public areas, etc., confer with the State Representative for possible solutions. Changes in cleaning products, equipment, or timing may be needed.

Spot clean carpets.

II. Maintenance and Care of Grasses, Shrubs, Trees and Sidewalks:

Note: See attached map for areas to be maintained.

Keep all paved areas clean and free of debris. Dispose of trash and debris at a predetermined site. Recycle waste materials where feasible. Clean up all work areas at the end of each day. Walk fence line and median and pick up all trash once a week.

ATTACHMENT B: SCOPE OF WORK

During growing season all grass areas shall be mowed a minimum of one (1) time per week. Mowing shall be done either during the morning (7:00 - 11:00 am) or in the evening (5:00 - 8:00 pm). Set mower to cut the grass at a three (3) inch height. Lawns will be fertilized twice a year as directed by the State Representative..

All grass clippings shall be bagged and disposed of unless a mulching mower is being used. Become familiar with the irrigation head locations to avoid damaging them.

After mowing, trim along sidewalks, driveways, curbing and foundations. Trim around boxes, poles and trees. (Do not damage tree bark). Trimming shall be done in the same height as the lawn (three (3) inches).

Weeding and Cultivating:

All shrub and wildflower areas shall be weeded and maintained in a relatively weed free condition. The frequency of weeding and cultivating shall be every week, or as determined by the State Representative. Remove the following weeds: Russian thistle, Kochia, Saltcedar (Tamarix), Common sunflower and Common ragweed. Remove all weeds within two (2) feet of each planted shrub or tree. Do not remove native grasses unless they are impeding the growth of planted shrubs and wildflowers.

Cultivating shall be defined as breaking of the soil by raking or scuffle hoe to one inch depth.

The cultivated soil shall be left in a pleasing appearance.

Weeds shall be removed from all sidewalks, curb and gutter joints, and graveled areas at least once a week.

Trimming and Pruning of Trees and Shrubs:

All shrubs requiring pruning shall be pruned to meet (ANSI A300-1995) American National Standards for Tree Care Operations - Tree, Shrub and other Woody Plant Maintenance - Standard Practices. (A copy of this document is available upon request.) Trees and Shrubs needing pruning shall be pruned to maintain their natural form.

Remove dead or diseased branches and suckers from trees and shrubs. Disinfect pruning tools and equipment between cuts when removing diseased branches.

ATTACHMENT B: SCOPE OF WORK

III. Maintenance of Irrigation System:

Irrigation Maintenance:

Repair or replace all malfunctioning heads and valves. Repair any leaks or broken pipe.

Adjust sprinkler heads to provide 100% coverage while minimizing over spray onto adjacent buildings, walks and roadways. Program the automatic controller at the beginning of each month to conform to the following schedule:

Start up the irrigation system when daytime temperature consistently reach 80 degrees Fahrenheit.

Winterize the irrigation system by December 1st, or earlier as requested by the State Representative, each year. Pressurize the mainline. Flush the mainline, valves and lateral lines.

Close the stop and waste valve. Using an air compressor blow the water out of the irrigation lines.

B. SUPPLIES AND EQUIPMENT

All washroom and toilet supplies such as paper and cloth towels, hand soap, toilet paper, plastic deodorant blocks, and trash can liners, shall be supplied by the State and installed by the Contractor unless otherwise stipulated.

The Contractor shall provide all cleaners and chemicals and see that they are labeled properly. A list of all chemicals to be used shall be submitted in writing to the State Representative for approval at least fifteen (15) days before beginning the work. Materials Safety Data Sheets should be available on site for reference as necessary.

The Contractor shall provide the following equipment which shall remain in the building for the length of the contract: buffer, vacuum along with nozzle, mop bucket, mop, mop handle, dust mop, dustpan, broom, duster, brushes, backpack air blower, lawn mower, ladder and any other equipment required to do the work required.

Equipment shall be kept in good repair. Equipment which is in such state of repair as to potentially damage either the structure or anything therein shall not be used or allowed on the premises, i.e., defective or missing bumper guards, cords, housing covers, etc. The Contractor shall repair or replace anything damaged by their operation at no expense to the State.

ATTACHMENT B: SCOPE OF WORK

C. SCHEDULE OF PERFORMANCE

All work shall be performed in a professional manner and shall be of first class quality. The Contractor shall provide a schedule of duties to be done posted in the janitorial closets. The schedule shall categorize, by frequency the tasks expected to be accomplished.

All floors shall be stripped and waxed using good quality floor wax and shall provide a complete strip, even seal, and re-wax with no wax buildup. The specific floor stripping procedures shall be the responsibility of the Contractor but should comply with the manufacturers' instructions.

The Contractor shall furnish all necessary labor to perform the work required in a timely manner. The Contractor will personally train at least two (2) workers.

A current list of the employees used in the performance of this contract shall be submitted to the State Representative. All employees must be bondable, pass a security check and be covered by workers' compensation. The Contractor must immediately notify the State Representative of any change of address or change of telephone number of the Contractor and/or the individual(s) performing the services. Individual(s) performing services for the Contractor must be given complete authority to work with the State Representative in the performance and rating of the services outlined in the contract. The State will not accept responsibility for communication between the Contractor and the Contractor's employees. The Contractor shall also provide a list of employees available for emergency call out. The Contractor shall provide uniforms for his/her employees. Employees will be required to wear the uniforms and carry picture identification while on the premises. Matching shirts and pants are acceptable and a driver's license is acceptable for picture ID. Failure to provide the above information or comply with the above terms may be cause for termination. If the State determines to terminate the contract, Paragraph 12 of Attachment A. Standard Terms and Conditions, may be superseded and immediate termination may occur.

Certain conduct cannot be tolerated on the premises. The Contractor shall refrain from the following:

- Theft, abuse or misuse of supplies of equipment at any location in the building.
- Verbal or physical abuse of any person; Contractor personnel, State employee or visitor.
- Use of, or displaying the effect of the use of alcohol or drugs during work hours.
- Failure to follow specific security instructions.
- Deliberate or habitual failure to follow any safety instructions.
- Allowing or bringing to the facility children, or other persons who are not employees of the Contractor during the time specified in "A" above.
- Smoking in building.

The contract may be terminated following written notices of violation of the above rules of performance

ATTACHMENT B: SCOPE OF WORK

D. SECURITY:

There shall be no visitors, friends, children, etc., of the Contractor allowed on the premises while the Contractor is working.

The Contractor shall secure exterior doors and turn off lights each night after cleaning is completed. (if applicable)

Doors to areas not authorized for public use shall be kept locked. Missing or non-operational lighting, unusual conditions or vandalism shall be reported immediately to the State Representative.

E. SAFETY:

The Contractor shall make every effort to protect and keep safe anyone in the facilities while janitorial work is being done.

The Contractor shall use safety barriers, signs, etc., when doing floor and overhead work to properly block off unsafe areas and warn and protect from hazard all passersby. Safety barriers and signs shall be approved by the State prior to use.

The Contractor shall provide all safety apparatus necessary to protect themselves so they may operate equipment safely.

The Contractor is responsible for the safe operation of all equipment and shall properly train all employees in the safe operation of all equipment before allowing them to use the equipment.

F. INSPECTION:

The Contractor shall work closely with the designated State Representative, who shall inspect the facilities monthly for acceptable work and compliance with the terms of this contract. An inspection rating form shall be used (sample of rating form attached). Each category must rate at least fair for overall performance to be judged acceptable. A copy of the rating form shall be provided to the Contractor.

The contract may be terminated following written notices of unacceptable inspections.

ATTACHMENT C: PRICE LIST

<u>MONTHLY</u>	<u>YEARLY</u>	<u>YEAR</u>
\$ <u>1,982.50</u>	\$ <u>23,790.00</u>	1 st yr
\$ <u>1,982.50</u>	\$ <u>23,790.00</u>	2 nd yr
\$ <u>1,982.50</u>	\$ <u>23,790.00</u>	3 rd yr
\$ <u>1,982.50</u>	\$ <u>23,790.00</u>	4 th yr
\$ <u>1,982.50</u>	\$ <u>23,790.00</u>	5 th yr

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

1. **CONTRACT PURCHASE:** This is a contract to provide the State with maintenance and janitorial services for a period of one (1) year with 4 one year renewal options.
2. **CONTRACT ACCEPTANCE:** If the Contractor fails to return four (4) signed copies of this contract to the Utah Department of Transportation by _____, the State reserves the right to not execute the contract and to obtain materials/services from the next lowest responsive/responsible bidder. When a bid bond was required as part of the bid process, failure to return copies of the contract as outlined above may result in forfeiture of the bid bond.
3. **CONTRACT INCLUSION:** The bid document, its terms and conditions as well as any counter offers which are accepted/acceptable to the State, shall be incorporated into and by reference become a part of this contract as though set forth in full herein.
4. **QUANTITY OR AMOUNT ESTIMATES:** The State does not guarantee to purchase any amount under this contract. Estimated amounts are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.
5. **PRICING:** The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for one (1) year.

ANY CHANGE REQUEST ON PRICES MUST GUARANTEE THE PRICE FOR THE SAME LENGTH OF TIME AS INDICATED ABOVE AND MUST BE MADE AT LEAST THIRTY (30) DAYS PRIOR TO THE REQUESTED EFFECTIVE DATE. ANY SUCH REQUEST MUST INCLUDE SUFFICIENT DOCUMENTATION SUPPORTING THE REQUEST. REQUESTS FOR CHANGE ON ANY PRICING IN THIS CONTRACT SHALL NOT BE EFFECTIVE UNTIL IT IS APPROVED BY THE PROCUREMENT SUPERVISOR OR THE PROCUREMENT MANAGER OF THE UTAH DEPARTMENT OF TRANSPORTATION.

6. **WAGES:** The Contractor shall be responsible for all applicable company wages in accordance with the federal, state, and local laws and ordinances.
7. **INVOICING: THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE.**
The State reserves the right to adjust incorrect invoices. The State will remit payment by mail.

The Contractor shall submit invoices to: Richard Ollerton
Utah Department of Transportation
Box 148240
4501 South 2700 West
Salt Lake City, Utah 84114-8240

JANITORIAL INSPECTION REPORT

BUILDING: _____ DATE: _____ TIME: _____

OVERALL RATING: _____ INSPECTOR: _____

RATINGS: (0) NOT ACCEPTABLE (1) FAIR (2) GOOD (3) EXCELLENT

RATING	ITEMS INSPECTED	COMMENTS
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A. ENTRANCES

- () 1. Inside/Outside Entry _____
- () 2. Concrete areas to all entryways _____
- () 3. Entry Glass _____
- () 4. Floor, Mats _____
- () 5. Walls/Doors _____
- () 6. Trash Containers, Ashtrays _____

B. HALLS, TRAFFIC AREA, STAIRWAYS, LANDINGS

- () 1. Floor-Tile, Carpet _____
- () 2. Drinking Fountains _____
- () 3. Trash Container _____
- () 4. Walls/Doors _____
- () 5. Windows, Frames _____

C. OFFICES, LOUNGES, CONFERENCE ROOMS, EMPLOYEES LUNCH ROOM,

- ()1. Carpet _____
- ()2. Tables, Chairs (re-set) _____
- ()3. Trash Containers _____
- ()4. Walls, Chalkboards _____

D. RESTROOMS

- ()1. Floors, Drains _____
 - ()2. Sinks, Fixtures, Mirrors _____
 - ()3. Toilets, Urinals _____
 - ()4. Dispensers _____
 - ()5. Partitions, Walls _____
 - ()6. Trash Containers _____
-

E. MISC. AND IRREGULAR CLEANING

- ()1. Ledges, Surfaces, Light Fixtures _____
 - ()2. Door, Frames, Light Switches _____
 - ()3. Spot Cleaning (carpet) _____
 - ()4. Baseboards, Moldings, Corners _____
 - ()5. General Dusting _____
-

G. EMPLOYEE PERFORMANCE

()1. Attendance (employee/supervisor) _____

()2. Attitude _____

()3. Appearance _____

()4. Safety Rules _____

()5. Care of Equipment and Storage _____
